



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF

### Introduction

The landlord applies for a monetary award for unpaid rent and for damages relating to the tenant's misuse of the alleged rental unit.

The tenant did not attend the hearing within ten minutes after its scheduled start time.

The landlord claims that he personally served the tenant with the application package on the same day he received it; about October 26, 2015.

It was my determination, relayed to the landlord verbally at the hearing, that the Residential Tenancy Branch did not have jurisdiction over his dispute with the tenant.

The "rental unit" is a recreational vehicle, a "motor vehicle" within the meaning of the *Motor Vehicle Act* of British Columbia.

The landlord entered into a "rent to own" agreement with the tenant. At the time, the recreational vehicle sat in the landlord's back yard and was unlicensed.

On at least one occasion, the tenant moved the vehicle around in the yard.

The tenant lived in it for a few months and then drove it away without the landlord's knowledge or consent. He was stopped by the police and the vehicle was impounded because the tenant's driver's licence had been suspended or he was otherwise prohibited from driving.

The agreement between the parties did not restrict the vehicle to the yard and, indeed, it may be assumed that once the tenant had performed his end of the agreement he would drive it away.

The *Residential Tenancy Act* (the “RTA”) under which this dispute resolution hearing is being conducted, confines itself to rental units. By definition section of the *Act*, it is clear that rental units are “structures” or contained in structures. This vehicle is a chattel and does not come within the definition of rental unit.

Arbitrators under the *RTA* have a concurrent jurisdiction to adjudicate disputes under the *Manufactured Home Park Tenancy Act*. Under that *Act* a “manufactured home” is defined as a structure, whether or not ordinarily equipped with wheels, that is (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and (b) used or intended to be used as living accommodation.

The vehicle in question was not designed, constructed or manufactured to be moved from one place to another by being towed. It was intended to be operated under its own power. It is not a manufactured home.

### Conclusion

The landlord’s application must be dismissed for want of jurisdiction.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 31, 2016

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Residential Tenancy Branch

